

## **California Perinatal Quality Care Collaborative Agreement**

This agreement is by and between Arrowhead Reg Med Cntr (the "Participant") and California Perinatal Quality Care Collaborative, under the auspices of Stanford University (CPQCC, "the Collaborative"). CPQCC through its Executive Committee and California Association of Neonatologists through its association of neonatal and maternal-fetal medicine physicians establish a **voluntary statewide reporting program** to collect **hospital-level performance data** on California maternal and neonatal care.

### **Recitals**

1. Participant desires to participate in the agreement and to adhere to the principles outlined below, established by the CPQCC for the development and implementation of performance improvement strategies in maternity and neonatal care units in California and for education of the consumer and purchaser of health care through publication of selected, risk adjusted indicators of Participant level performance.
2. CPQCC and Participant desire to enter into an agreement setting forth the terms relating to the Collaborative.

### **Agreement**

In consideration of the mutual promises set forth below, the parties agree as follows:

1. Collaborative Participants: Hospitals with Neonatal Intensive Care Units in the State of California and the Medical Directors of such units are eligible to participate in the Collaborative. CPQCC will require all Participants to enter into an agreement similar to this Agreement in order to participate in the Collaborative.
2. Purpose and Goals of the Collaborative: The Participant acknowledges that the purpose of the Collaborative is to improve the quality and outcomes of perinatal health care in California through:
  - a) Development of a responsive, real time, risk adjusted, statewide perinatal data system.
  - b) Taking advantage of existing core state and front-end perinatal data systems.
  - c) Development of a collaborative network of public and private obstetric and neonatal providers, insurers, public health professionals and business groups to support a system for bench marking and continuous quality improvement activities for perinatal care.

3. Public Release: The purpose of the Collaborative is to improve the care and outcomes of California's pregnant women and their newborns. Public release of specific, risk-adjusted indicators of quality of care is contemplated to both support quality and performance improvement efforts and provide usable information to the consumers of perinatal health care. All Participant level information will remain fully blinded to all Collaborative members and any other individual or group except for individual hospital reports for a given hospital and for specific CPQCC Data Center staff responsible for checking quality of data and generating said reports. Any indicators selected for public release will be communicated to each Participant along with comparative data to guide performance improvement efforts at least one year in advance of release date. Consultation on strategies for performance improvement will be provided by the Collaborative at the request of the Participant. Notification of date and contents of information designated by the Collaborative Executive Committee will be communicated in writing by certified mail to the designated representative of the hospital/group and to the Medical Director of the NICU. Participant may withdraw from the Collaborative without penalty at any time, as outlined below under "Term; Termination".

4. Term; Termination:

- a) The initial term of this Agreement ("Initial Term") shall be for a period of one year beginning January 1, 2003, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term of one (1) year ("Renewal Term"), but only upon mutual written agreement upon request.
- b) In the event the parties continue to abide by the terms of this Agreement after expiration of the Initial Term or any Renewal Term, this Agreement shall continue on a month-to-month basis thereafter.
- c) Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:
  - (1) Either Party closes or discontinues operations to such an extent that program activities cannot be carried out adequately.
  - (2) Participant loses its license or Medicare certification.

This Agreement may be renewed for subsequent one (1) year terms upon mutual written consent of the parties.

5. Voluntary Membership: This Agreement applies solely to the specified term of the project. Participant is entering into a voluntary agreement and may terminate the agreement at any time without cause upon appropriate notice to the CPQCC, as defined above. Should the Participant withdraw, it will not be listed in the next publication of the membership as a member. Vermont Oxford Network membership will remain in effect until canceled by the Participant.
6. Fees: The CPQCC has received start up funds from multiple sources, which are being managed by its fiscal intermediary, Stanford University. The CPQCC Executive Committee, in consultation with its subcommittees and participants, has identified potential strategies for formation of a permanent, potentially independent organization, and these efforts are ongoing. The Participant agrees to pay an annual fee upon invoice by CPQCC, as follows:

\$2500 for the VON <1500 gram infant data set  
\$1500 for the CPQCC selected infants >1500 gram data set  
\$4000 for both the small and large infant data sets.

Such fees are subject to increase annually after reasonable notice. If Participant is a current member of Vermont Oxford Network a contract addendum reflecting CPQCC membership will be sent to the Participant by Vermont Oxford Network and any fees already paid for calendar year 2003 will be applied to CPQCC membership. If Participant is not currently a member of Vermont Oxford Network, Participant must enter into Vermont Oxford Network's standard form of membership, as modified for CPQCC Participants and without additional fees.

7. Participant agrees to:
  - a) Provide the Collaborative with timely, accurate care process and outcome data on agreed upon neonatal and maternal conditions and care processes. The data will be collected concurrently.
  - b) Submit data on a monthly basis to CPQCC Data Center no later than 30 days past the end of the reporting month. Data are to be submitted on paper forms or computer diskette as specified in instructions provided by the CPQCC Data Center.

- c) **Remove all patient identifiers prior to submitting data for inclusion in the Clinical Data Base** and adhere to standard rules of confidentiality on the release of data (see Attachment A).
  - d) Participate in periodic audits of the data, which will be conducted by CPQCC and/or Vermont Oxford Network. Participant agrees to supply CPQCC with requested medical records to verify the accuracy of data. Participant will assume labor costs to pull requested medical records.
  - e) Designate a contact person for the Collaborative who will serve as a liaison between the Participant and CPQCC for quality improvement and data collection activities.
  - f) Supply own hardware (i.e., computer) for data entry.
  - g) Provide appropriate personnel (e.g., physicians, medical records staff, or data managers) to receive training (either in person or by written materials). Participant agrees to have Participant personnel responsible for data entry complete a test regarding the coding of data in order to assure a minimum standard of data quality.
  - h) Develop and maintain a multidisciplinary committee to participate in performance improvement activities with consultation and assistance of the CPQCC.
8. CPQCC will:
- a) Provide training sessions and training materials to all interested Participant staff on how to collect and code the required data elements. Training sessions and materials will be made available periodically at no cost to attendees. Although attending a training session is optional for a Participant, staff must complete a short test, provided by CPQCC, to ensure a minimum level of proficiency in coding. CPQCC will provide standard data entry forms and consultation for data collection and entry for the Participants.
  - b) Compile data from all participants in California and transmit data to Vermont Oxford Network (VON) for analysis. The data shall be identified by the Participant's VON hospital identification number. The data will reside at the CPQCC Data Center. CPQCC will adhere to standard rules of confidentiality on the release of data (see Attachment A).

- c) Conduct periodic auditing of data at Participant site. This will occur with no less frequency than once a year for each Participant. CPQCC will assume the costs of conducting the data audit.
  - d) Provide Participant with their risk-adjusted mortality and morbidity data on a quarterly basis including comparison to similar hospital, regional and statewide aggregate data as reasonably available.
  - e) Provide training and consultation on quality and performance improvement as indicated by Participant outcomes.
  - f) As the development of the Collaborative progresses, CPQCC Executive Committee and its Perinatal Quality Improvement Panel, with defined participation of Participant representatives, will select and package risk-adjusted perinatal performance indicators suitable for public release.
  - g) Issue an annual report of selected indicators that defines the risk-adjusted perinatal risk adjusted morbidity and mortality at participating sites. Data will be reported at the Participant level only and will be blinded except to the Participant. CPQCC will aggregate selected results until such time that an institution has a sufficient number of cases in order to ensure statistical accuracy in reporting results.
9. Data and Reports. Participant grants CPQCC authority to (a) submit data relating to the Participant to Vermont Oxford Network, (b) receive all reports and results prepared by Vermont Oxford Network relating to said data, (c) identify the Participant as a participant in the Collaborative, and (d) authorize Vermont Oxford Network to list each Participant by its individual name or as a CPQCC Group on Vermont Oxford Network reports (at the discretion of Vermont Oxford Network). Participant agrees that CPQCC may receive reports from Vermont Oxford Network for years prior to this agreement for the sole purpose of transmitting such information to the Participant.
10. Publication Prohibited after Termination. Upon termination of this agreement, whether upon expiration of the term or earlier termination as permitted hereunder, CPQCC agrees that no publication of any of Participant's data shall occur after said termination date; provided that CPQCC shall not be required to recall publications already existing of said data.

On behalf of the California Perinatal Quality Care Collaborative, I agree to the provisions of participation on this date 4/1/03.

Signed: Barbara J. Murphy  
Name: Barbara J. Murphy

Title: Project Director

Address: California Perinatal Quality Care Collaborative  
750 Welch Rd. Suite 224  
Palo Alto, California 94304

Phone: (650) 723-5763

FAX: (650) 723-2829

On behalf of Arrowhead Regional Medical Center (Participant),  
I agree to the provisions of participation in the CPQCC on this date \_\_\_\_\_.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_

**Attachment A**  
**California Perinatal Quality Care Collaborative**

Standards for Confidentiality and Public Release of Member Hospital/Group Level  
Performance

Approved by CPQCC Executive Committee, June 1999

**Purpose and Premise:**

The purpose of the Collaborative is to improve the perinatal health and outcomes of all California residents while avoiding unfair competitive advantage for any provider group or agency or further limiting access to care for isolated or disproportionately high risk populations. In order to provide the consumers of perinatal health care with useful, accurate information upon which to make health care choices significant results of quality improvement efforts will be formatted and released under the standards for public reporting/bench marking as listed below.

**Standards for any public release of CPQCC information include:**

1. Participation in the Collaborative by hospitals is voluntary and a memorandum of understanding will be developed and executed with each participating hospital.
2. The Collaborative owns the data and its Executive Committee sets standards for access and level of release of information within the framework of individual privacy standards required by applicable law.
3. All hospital/group level data remain blinded and confidential except to the individual hospital/group for its own quality improvement except as such significant quality improvement efforts may be designated for public reporting in a form to be determined by the CPQCC Executive Committee and its subcommittees.
4. Each participant hospital/group and CPQCC committee member signs an agreement specifying compliance with Collaborative confidentiality standards.
5. Volume requirements, risk adjustment and data quality standards are communicated in writing to each participant. Should Collaborative decide that any hospital/group data are insufficient for adequate risk adjustment due to volume or quality of reporting, participant will be notified and may choose either to be excluded from that cycle of public reporting or to be included with appropriate notation.

6. A full quality improvement cycle on any selected indicator for public release will be completed prior to any release. This includes a designated period of baseline measurement, a designated period for quality/performance improvement followed by a designated period for post-improvement measurement.
7. Each participant including at least the NICU Medical Director, Chief of Pediatrics, Chief of Obstetrics/Maternal-Fetal Medicine and designated Administrator will be notified in writing by certified mail of selected indicators for improvement and critical performance measurement timetables. CPQCC will provide each participant hospital/group with appropriate risk adjusted comparative data as well as strategies and consultation for performance improvement.
8. At least 90 days prior to any contemplated release, each participant will be notified in writing and by certified mail of Collaborative intent to release hospital/group performance level information.
9. Any public release must have accompanying narrative outlining the strengths, weaknesses and significance of the reported information.
10. Participant may withdraw from the Collaborative up to 7 days prior to any public release of hospital/group level information without penalty. Request to withdraw should be in writing and transmitted by hospital/group official in such a manner as to insure receipt by Collaborative office. Should participant withdraw, hospital/group name will be removed from Collaborative membership list. Participant will remain a member of Vermont Oxford Network and will continue to receive Vermont Oxford Network reports (excluding Collaborative analysis) unless and until participant withdraws from Vermont Oxford Network.